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7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA

9 HEALTHCARE ALLY
10 MANAGEMENT,

11 Plaintiff,

12 v.

13 UNITED HEALTHCARE SERVICES,
14 INC., and DOES 1-10,

15 Defendants.

Case No. 2:22-cv-07125-DMG-AFM

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

1 A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order.¹ The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles.

11 B. GOOD CAUSE STATEMENT

12 Discovery in this action is likely to involve patient records and data, medical
13 claim files, non-public financial records and data, employee or personnel files,
14 customer or client lists, confidential contracts, and other healthcare-related
15 information protected by The Health Insurance Portability and Accountability Act
16 of 1996, as well as United Healthcare Services, Inc.'s proprietary claims-review and
17 audit processes, and other non-public, proprietary financial, regulatory, or strategic
18 information and data, that would, if disclosed, cause substantial competitive and
19 economic harm to the Producing Party. Accordingly, to expedite the flow of
20 information, to facilitate the prompt resolution of disputes over confidentiality of
21 discovery materials, to adequately protect information the parties are entitled to keep
22 confidential, to ensure that the parties are permitted reasonable necessary uses of
23 such material in preparation for and in the conduct of trial, to address their handling
24 at the end of the litigation, and serve the ends of justice, a protective order for such

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27 ¹ This Stipulated Protective Order is based substantially on the model protective
28 order provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

1 information is justified in this matter. It is the intent of the parties that information
2 will not be designated as confidential for tactical reasons and that nothing be so
3 designated without a good faith belief that it has been maintained in a confidential,
4 non-public manner, and there is good cause why it should not be part of the public
5 record of this case.

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7 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
8 SEAL

9 The parties further acknowledge, as set forth in Section 12.3, below, that this
10 Stipulated Protective Order does not entitle them to file confidential information
11 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
12 and the standards that will be applied when a party seeks permission from the court
13 to file material under seal.

14 There is a strong presumption that the public has a right of access to judicial
15 proceedings and records in civil cases. In connection with non-dispositive motions,
16 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
17 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
18 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*
19 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
20 orders require good cause showing), and a specific showing of good cause or
21 compelling reasons with proper evidentiary support and legal justification, must be
22 made with respect to Protected Material that a party seeks to file under seal. The
23 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL
24 does not—without the submission of competent evidence by declaration,
25 establishing that the material sought to be filed under seal qualifies as confidential,
26 privileged, or otherwise protectable—constitute good cause.

Further, if a party requests sealing related to a dispositive motion or trial, then compelling reasons, not only good cause, for the sealing must be shown, and the relief sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed or introduced under seal in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration.

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit, *Healthcare Ally Management of California, LLC v. United HealthCare Services, Inc.*, Case No. 2:22-cv-07125-DMG-AFM, which was removed from the Superior Court of California for the County of Los Angeles, Case No. 22STCV27749.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), including but not limited to patient records and data, claim files, non-public financial records and data, employee or personnel files,

1 customer or client lists, confidential contracts, other healthcare-related information
2 protected by The Health Insurance Portability and Accountability Act of 1996, and all
3 other information that the party in good faith believes will, if disclosed, cause harm to
4 the Producing Party's competitive position.

5 2.4 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items:
6 subset of information (regardless of how it is generated, stored or maintained) or
7 tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c)
8 subject to limited disclosure as set forth in Paragraph 7.3, that will, if disclosed, cause
9 substantial competitive and economic harm to the Producing Party. This includes, but
10 is not limited to, trade secrets, United's proprietary claims-review and audit processes,
11 and all other non-public, proprietary financial, regulatory, or strategic information and
12 data, to the extent that any of these categories of information or tangible things will, if
13 disclosed, cause substantial competitive and economic harm to the Producing Party.

14 2.5 Counsel (without qualifier): Outside Counsel of Record and House
15 Counsel (as well as their support staff).

16 2.6 Designating Party: a Party or Non-Party that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY."

19 2.7 Disclosure or Discovery Material: all items or information, regardless
20 of the medium or manner in which it is generated, stored, or maintained (including,
21 among other things, testimony, transcripts, and tangible things), that are provided,
22 produced or generated in relation to the claims and disputes in this matter or in
23 disclosures or responses to discovery in this matter.

24 2.8 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as
26 an expert witness or as a consultant in this Action.

1 2.9 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.10 Non-Party: any natural person, partnership, corporation, association or
5 other legal entity not named as a Party to this Action.

6 2.11 Outside Counsel of Record: attorneys who are not employees of a party
7 to this Action but are retained to represent or advise a party to this Action and have
8 appeared in this Action on behalf of that party or are affiliated with a law firm that
9 has appeared on behalf of that party, and includes support staff.

10 2.12 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.14 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.15 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
21 ONLY.”

22 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
23 from a Producing Party.

24 2.17 United: United HealthCare Services, Inc. and its affiliated companies.
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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.
7 However, the protections conferred by this Stipulation and Order do not cover the
8 following information: (a) any information that is in the public domain at the time
9 of disclosure to a Receiving Party or becomes part of the public domain after its
10 disclosure to a Receiving Party as a result of publication not involving a violation of
11 this Order, including becoming part of the public record through trial or otherwise;
12 and (b) any information known to the Receiving Party prior to the disclosure or
13 obtained by the Receiving Party after the disclosure from a source who obtained the
14 information lawfully and under no obligation of confidentiality to the Designating
15 Party.

16 Any use of Protected Material at trial shall be governed by the orders of the
17 trial judge. This Order does not govern the use of Protected Material at trial.

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19 4. DURATION

20 If this Action proceeds to trial, information that was designated as
21 CONFIDENTIAL or maintained pursuant to this protective order that is used or
22 introduced as an exhibit at trial becomes public and will be presumptively available
23 to all members of the public, including the press, unless compelling reasons
24 supported by specific factual findings to proceed otherwise are made to the trial
25 judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing
26 “good cause” showing for sealing documents produced in discovery from
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1 “compelling reasons” standard when merits-related documents are part of court
2 record).

3 Even after final disposition of this litigation, as to any information that was
4 designated as CONFIDENTIAL that is *not* used or introduced as an exhibit at trial,
5 the confidentiality obligations imposed by this Order shall remain in effect until a
6 Designating Party agrees otherwise in writing or a court order otherwise directs.
7 Final disposition shall be deemed to be the later of (1) dismissal of all claims and
8 defenses in this action, with or without prejudice; and (2) final judgment herein after
9 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews
10 of this action, including the time limits for filing any motions or applications for
11 extension of time pursuant to applicable law.

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13 5. DESIGNATING PROTECTED MATERIAL

14 5.1 Exercise of Restraint and Care in Designating Material for Protection.

15 Each Party or Non-Party that designates information or items for protection under
16 this Order must take care to limit any such designation to specific material that
17 qualifies under the appropriate standards. The Designating Party must designate for
18 protection only those parts of material, documents, items or oral or written
19 communications that qualify so that other portions of the material, documents, items
20 or communications for which protection is not warranted are not swept unjustifiably
21 within the ambit of this Order.

22 Mass, indiscriminate or routinized designations are prohibited. Designations
23 that are shown to be clearly unjustified or that have been made for an improper
24 purpose (e.g., to unnecessarily encumber the case development process or to impose
25 unnecessary expenses and burdens on other parties) may expose the Designating
26 Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
7 under this Order must be clearly so designated before the material is disclosed or
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic
11 documents, but excluding transcripts of depositions or other pretrial or trial
12 proceedings), that the Producing Party affix at a minimum, the legend
13 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY" to
14 each page that contains protected material. If only a portion of the material on a page
15 qualifies for protection, the Producing Party also must clearly identify the protected
16 portion(s) (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection
18 need not designate them for protection until after the inspecting Party has indicated
19 which documents it would like copied and produced. During the inspection and
20 before the designation, all of the material made available for inspection shall be
21 deemed "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES
22 ONLY." After the inspecting Party has identified the documents it wants
23 copied and produced, the Producing Party must determine which documents, or
24 portions thereof, qualify for protection under this Order. Then, before producing the
25 specified documents, the Producing Party must affix the "CONFIDENTIAL legend"
26 to each page that contains Protected Material. If only a portion of the material on a
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1 page qualifies for protection, the Producing Party also must clearly identify the
2 protected portion(s) (e.g., by making appropriate markings in the margins).

3 (b) for testimony given in a deposition, confidentiality designations
4 shall be made either on the record or by written notice to the other party within 14
5 days of receipt of the transcript. Unless otherwise agreed, depositions shall be
6 treated as protected under this Order during the 14 day period following receipt of
7 the transcript. The deposition of any witness (or any portion of such deposition) that
8 encompasses information designated as “CONFIDENTIAL” or “CONFIDENTIAL
9 – ATTORNEYS’ EYES ONLY” shall be taken only in the presence of persons who
10 are qualified to have access to such information.

11 (c) for information produced in some form other than documentary
12 and for any other tangible items, that the Producing Party affix in a prominent place
13 on the exterior of the container or containers in which the information is stored the
14 legend “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY.” If only a portion or portions of the information warrants protection, the
16 Producing Party, to the extent practicable, shall identify the protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
18 failure to designate qualified information or items does not, standing alone, waive
19 the Designating Party’s right to secure protection under this Order for such material.
20 Upon timely correction of a designation, the Receiving Party must make reasonable
21 efforts to assure that the material is treated in accordance with the provisions of this
22 Order.

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 All challenges to confidentiality designations shall proceed under Local Rule
25 37-1 through Local Rule 37-4.
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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 3 disclosed or produced by another Party or by a Non-Party in connection with this
 4 Action only for prosecuting, defending or attempting to settle this Action. Such
 5 Protected Material may be disclosed only to the categories of persons and under the
 6 conditions described in this Order. When the Action has been terminated, a
 7 Receiving Party must comply with the provisions of section 13 below (FINAL
 8 DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
 10 location and in a secure manner that ensures that access is limited to the persons
 11 authorized under this Order.

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 13 otherwise ordered by the court or permitted in writing by the Designating Party, a
 14 Receiving Party may disclose any information or item designated
 15 “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action,
 17 as well as employees of said Outside Counsel of Record to whom it is reasonably
 18 necessary to disclose the information for this Action;

19 (b) the officers, directors, and employees (including House Counsel)
 20 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
 22 disclosure is reasonably necessary for this Action and who have signed the
 23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and
 27 Professional Vendors to whom disclosure is reasonably necessary for this Action
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1 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
2 A);

3 (g) the author or recipient of a document containing the information
4 or a custodian or other person who otherwise possessed or knew the information;

5 (h) during their depositions, witnesses, and attorneys for witnesses,
6 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing
7 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
8 they will not be permitted to keep any confidential information unless they sign the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
10 agreed by the Designating Party or ordered by the court. Pages of transcribed
11 deposition testimony or exhibits to depositions that reveal Protected Material may
12 be separately bound by the court reporter and may not be disclosed to anyone except
13 as permitted under this Stipulated Protective Order; and

14 (i) any mediator or settlement officer, and their supporting
15 personnel, mutually agreed upon by any of the parties engaged in settlement
16 discussions.

17 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
18 Information or Items. Unless otherwise ordered by the court or permitted in writing
19 by the Designating Party, a Receiving Party may disclose any information or item
20 designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

21 (a) the Receiving Party’s Outside Counsel of Record in this action;

22 (b) United’s House Counsel in this action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom
24 disclosure is reasonably necessary for this litigation and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (d) the court and its personnel;

1 (e) court reporters and their staff, professional jury or trial consultants,
2 mock jurors, licensed private investigators retained by Counsel, and Professional
3 Vendors to whom disclosure is reasonably necessary for this litigation and who have
4 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (f) during their depositions, witnesses in the action to whom disclosure
6 is reasonably necessary and who have signed the “Acknowledgment and Agreement
7 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
8 ordered by the court. Pages of transcribed deposition testimony or exhibits to
9 depositions that reveal Protected Material must be separately bound by the court
10 reporter and may not be disclosed to anyone except as permitted under this Stipulated
11 Protective Order.

12 (g) the author or recipient of a document containing the information or
13 a custodian or other person who otherwise possessed or knew the information.

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15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
16 IN OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation
18 that compels disclosure of any information or items designated in this Action as
19 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that
20 Party must:

21 (a) unless prohibited by a Court Order, or specifically prohibited by a
22 statute or regulation cited to the producing party by the requesting party, promptly
23 notify in writing the Designating Party. Such notification shall include a copy of the
24 subpoena or court order, unless prohibited by law;

25 (b) promptly notify in writing the party who caused the request, subpoena,
26 or order to issue in the other litigation that some or all of the material covered by the
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request, subpoena, or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) when applicable, as set forth in Section 8(a) above, cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. However, the parties must follow the procedures set forth in Federal Rule of Civil Procedure 45(d)(2) when asserting that subpoenaed or requested information is subject to a privilege. The filing of a motion for a protective order does not, by itself, stay compliance with a subpoena.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission or as otherwise required by law or court order. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation, when so designated by the Non-Party upon production or by any other Party pursuant to Section 9(b) below, is protected by the remedies and relief provided by this Order. Nothing in these

provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in

1 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
 2 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
 3 or persons to whom unauthorized disclosures were made of all the terms of this
 4 Order, and (d) request such person or persons to execute the “Acknowledgment
 5 and Agreement to Be Bound” that is attached hereto as Exhibit A.

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 7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 8 PROTECTED MATERIAL

9 In accordance with Federal Rule of Civil Procedure 26(b)(5)(B) and Federal
 10 Rule of Evidence 502, any Party who inadvertently produces Discovery Material
 11 that is privileged or otherwise immune from discovery shall, promptly upon
 12 discovery of such inadvertent production, so advise the Producing Party and request
 13 that the Discovery Materials be returned. The Receiving Party shall return,
 14 sequester, or destroy such inadvertently produced Discovery Materials, including all
 15 copies, within five (5) business days of receiving such a written request. The Party
 16 returning such inadvertently produced Discovery Materials may thereafter seek re-
 17 production of any such Discovery Materials pursuant to applicable law.

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 19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 23 Protective Order, no Party waives any right it otherwise would have to object to
 24 disclosing or producing any information or item on any ground not addressed in this
 25 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 26 ground to use in evidence of any of the material covered by this Protective Order.
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1 12.3 Filing Protected Material. Without written permission from the
2 Designating Party or a court order secured after appropriate notice to all interested
3 persons, a Party may not file in the public record in this action any Protected
4 Material. A Party that seeks to file any Protected Material under seal must comply
5 with Local Rule 79-5. Protected Material may only be filed under seal pursuant to
6 a court order authorizing the sealing of the specific Protected Material at issue.
7 Pursuant to Local Rule 79-5, a sealing order will issue only upon a request
8 establishing that the Protected Material at issue is privileged, protectable as a trade
9 secret, or otherwise entitled to protection under the law. If a Receiving Party's
10 request to file Protected Material under seal pursuant to Local Rule 79-5 is denied
11 by the court, then the Receiving Party may file the information in the public record
12 unless otherwise instructed by the court.

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14 13. FINAL DISPOSITION

15 After the final disposition of this Action, as defined in paragraph 4, within 60
16 days, each Receiving Party must return all Protected Material to the Producing Party
17 or destroy such material. As used in this subdivision, "all Protected Material"
18 includes all copies, abstracts, compilations, summaries, and any other format
19 reproducing or capturing any of the Protected Material. Whether the Protected
20 Material is returned or destroyed, the Receiving Party must submit a written
21 certification to the Producing Party (and, if not the same person or entity, to the
22 Designating Party) by the 60 day deadline that (1) identifies (by category, where
23 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms
24 that the Receiving Party has not retained any copies, abstracts, compilations,
25 summaries or any other format reproducing or capturing any of the Protected
26 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
27 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
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1 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
2 work product, and consultant and expert work product, even if such materials contain
3 Protected Material. Any such archival copies that contain or constitute Protected
4 Material remain subject to this Protective Order as set forth in Section 4
5 (DURATION).

6
7 14. VIOLATION

8 Any violation of this Order may be punished by appropriate measures
9 including, without limitation, contempt proceedings and/or monetary sanctions.
10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11
12 DATED: January 10, 2023

13 /s/ Jonathan A. Stieglitz
14 Attorneys for Plaintiff
15

16 DATED: January 10, 2023

17
18 /s/ Nicole E. Wurscher
19 Attorneys for Defendant
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21

22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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24 DATED: 1/11/2023

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26 HON. ALEXANDER F. MacKINNON
27 United States Magistrate Judge
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on [date] in the case of *Healthcare Ally Management of California, LLC v. United
 HealthCare Services, Inc.*, Case No. 2:22-cv-07125-DMG-AFM. I agree to comply
 with and to be bound by all the terms of this Stipulated Protective Order and I
 understand and acknowledge that failure to so comply could expose me to sanctions
 and punishment in the nature of contempt. I solemnly promise that I will not disclose
 in any manner any information or item that is subject to this Stipulated Protective
 Order to any person or entity except in strict compliance with the provisions of this
 Order. I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of
 this action. I hereby appoint _____ [print
 or type full name] of _____ [print or type
 full address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

CERTIFICATION PURSUANT TO LOCAL RULE 5-4.3.4(a)(2)(i)

Pursuant to Local Rule 5-4.3.4, I hereby certify that the content of this document is acceptable to Jonathan A. Stieglitz, counsel for Plaintiff, and I have obtained his authorization to affix his electronic signature to this document.

Proof of Service

I am employed in the County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is 20 Enterprise, Suite 310, Aliso Viejo, CA 92656.

On January 11, 2023, I served the foregoing document(s) described as

[PROPOSED] STIPULATED PROTECTIVE ORDER

on all interested parties in this action as follows (or as on the attached service list):

Jonathan A. Stieglitz Jonathan.a.stieglitz@gmail.com
The Law Offices of Jonathan A. Stieglitz
11845 W. Olympic Blvd., Suite 800
Los Angeles, CA 90064
Tel: 323-979-2063
Fax: 323-488-6748

☒ (VIA E-MAIL OR ELECTRONIC TRANSMISSION) Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent to the person(s) at the e-mail address(es) listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ BY CM/ECF NOTICE OF ELECTRONIC FILING: I electronically filed the document(s) with the Clerk of the Court by using the *CM/ECF* system. Participants in the case who are registered *CM/ECF* users will be served by the *CM/ECF* system. Participants in the case who are not registered *CM/ECF* users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 11, 2023, at Aliso Viejo, California.

Nicole E. Wurscher